

Pullman Incorporated

Date.....
Fee \$ 10.00

ICC Washington, D. C.

RECORDATION NO. 5770-4 Filed 1425

SEP - 4 1979 - 2 02 PM

INTERSTATE COMMERCE COMMISSION
Chicago, Illinois 60604
(312) 322-7049
Telex 25-4036

William O. Eldridge
Attorney

August 29, 1979

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Filing
Pullman Leasing Company
Supplemental Agreement No. 8
Equipment Trust Agreement
Dated as of June 15, 1970
(Series 1)

Dear Mr. Secretary:

Enclosed for recording under Section 49 U.S.C. 11303 are executed counterparts Numbers 2, 3 and 4 of the Supplemental Agreement No. 8, (hereinafter referred to as the "Supplement"), dated as of January 1, 1979, to the Equipment Trust Agreement, (hereinafter referred to as the "Agreement"), dated as of June 15, 1970, between First National City Bank (presently known as Citibank, N.A.), as Trustee, 111 Wall Street, New York, New York 10015, and Pullman Transport Leasing Company (presently known as Pullman Leasing Company), 200 South Michigan Avenue, Chicago, Illinois 60604. The Agreement was filed with the Commission on June 29, 1970, and was assigned Recordation Number 5770. Supplemental Agreement No. 1 dated as of June 15, 1973, was filed with the Commission on October 16, 1973, and was assigned Recordation Number 5770-A. Supplemental Agreement No. 2 dated as of February 25, 1974, was filed with the Commission on May 10, 1974, and was assigned Recordation Number 5770-B. Supplemental Agreement No. 3 dated as of October 1, 1974, was filed with the Commission on October 21, 1974, and was assigned Recordation Number 5770-C. Supplemental Agreement No. 4 dated as of November 1, 1974, was filed with the Commission on December 2, 1974, and was assigned Recordation Number 5770-D. Supplemental Agreement No. 5 dated as of December 1, 1975, was filed with the Commission on December 19, 1975, and was assigned Recordation Number 5770-E. Supplemental Agree-

Pullman Incorporated

Secretary
Interstate Commerce Commission
Page 2.

ment No. 6 dated as of December 17, 1975, was filed with the Commission on July 12, 1976, and was assigned Recordation Number 5770-F. Supplemental Agreement No. 7 dated as of November 1, 1977, was filed with the Commission on March 9, 1978, and was assigned Recordation Number 5770-G.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Pullman Transport Leasing Company.

The Supplement was entered into by Pullman Leasing Company and the Trustee for the purpose of deleting from the Agreement units of the Trust Equipment which have become worn out, unsuitable for use, lost or destroyed and to substitute therefor other units of Equipment.

I am also enclosing a Pullman Leasing Company check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for recording the Supplement.

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please duly file two of the enclosed counterparts for record in your office and return the remaining copy, together with the Certificate of Recording, to the messenger making this delivery.

If you have any question concerning this request, please call me collect.

Very truly yours,



WOE:hla
Enclosures

9/4/79

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

William O. Eldridge
Pullman Incorporated
200 South Michigan Ave
Chicago, Illinois 60604

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/4/79 at 2:05pm, and assigned re-recording number(s). 5770-H

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

5770-H
RECORDATION NO. Filed 1425

SEP - 4 1979 - 2 05 PM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 2

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 1)

SUPPLEMENTAL AGREEMENT NO. 8

Dated as of January 1, 1979

TO

Equipment Trust Agreement

Dated as of June 15, 1970

BY AND BETWEEN

First National City Bank,
(Presently known as Citibank, N.A.)
Trustee

AND

Pullman Transport Leasing Company
(Presently known as Pullman Leasing Company)

. SUPPLEMENTAL AGREEMENT NO. 8

EQUIPMENT TRUST AGREEMENT

DATED AS OF June 15, 1970

(Series 1)

This Supplemental Agreement, (hereinafter called the "Supplemental Agreement"), dated as of January 1, 1979 , by and between Citibank, N.A., formerly known as First National City Bank , a national banking association incorporated and existing under the laws of the United States, as Trustee, (hereinafter called the "Trustee"), and Pullman Leasing Company, formerly known as Pullman Transport Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the "Company").

WHEREAS, the Trustee and the Company entered into an Equipment Trust Agreement dated as of June 15, 1970 , and have heretofore amended such Equipment Trust Agreement, (which Equipment Trust Agreement as so amended is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agree-

ment or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Trustee and the Company heretofore have entered into Supplemental Agreement No. 1 dated as of June 15, 1973; Supplemental Agreement No. 2 dated as of February 25, 1974; Supplemental Agreement No. 3 dated as of October 1, 1974; Supplemental Agreement No. 4 dated as of November 1, 1974; Supplemental Agreement No. 5 dated as of December 1, 1975; Supplemental Agreement No. 6 dated as of December 17, 1975; and Supplemental Agreement No. 7 dated as of November 1, 1977; and

WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since November 1, 1975. Each of such units of Trust Equipment are hereby deleted from Schedule A to the Equipment Trust Agreement.

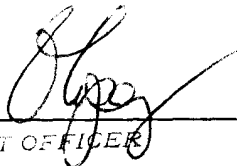
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.

3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

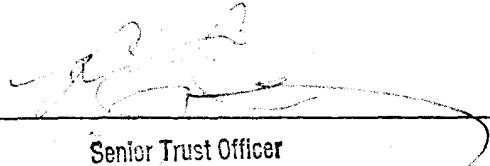
In Witness Whereof, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

Citibank, N.A., as Trustee



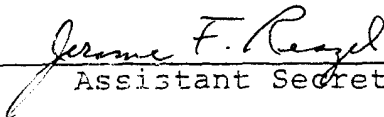
TRUST OFFICER

BY 

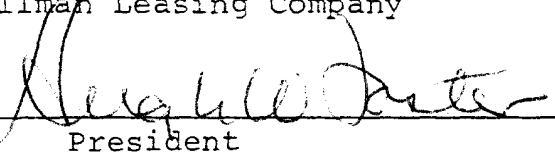
Senior Trust Officer

Attest:

Pullman Leasing Company



Assistant Secretary

BY 

President

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, Kathleen E. Helman, a Notary Public in and for such County and State, do hereby certify that Hugh W. Foster, personally known to me to be President of Pullman Leasing Company, a Delaware corporation, and Jerome F. Reszel, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of March, 1979.


Notary Public

My commission expires: December 21, 1982

STATE OF New York)

) SS

COUNTY OF New York)

I, ALICE H. SHAW, a Notary Public in and for such County and State, do hereby certify that RALPH E. JOHNSON, personally known to me to be Senior Trust Officer of Citibank, N.A.

and W. LOPEZ, personally known to me to be TRUST OFFICER of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as and of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of March, 1979.


Notary Public

ALICE H. SHAW
Notary Public, State of New York
No. 24-12218
Qualified in Kings County
Term Expires March 30, 1979

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF June 15, 1970
(Series 1)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Fair Value</u>	<u>Equipment first put into use not later than</u>
1	16,300 Gal., Coiled and Insulated Tank Car	TLDX 216090	\$14,069.12	10/69
2	4427 Cu. Ft. Cap. 100-Ton Covered Hopper Car	TLDX 6144,6156	13,673.96	10/66
1	4427 Cu. Ft. Cap. 100-Ton Covered Hopper Car	TLDX 7431	6,745.78	8/67
1	4740 Cu. Ft. Cap. 100-Ton Covered Hopper Car	KCS 303607	9,625.33	4/70
1	5650 Cu. Ft. Cap. 100-Ton Covered Hopper Car	TLCX 38125	11,275.41	8/69
<u>1</u> <u>7</u>	5650 Cu. Ft. Cap. 100-Ton Covered Hopper Car	TLCX 38211	<u>11,275.41</u> <u>\$66,665.01</u>	9/69

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF June 15, 1970
(Series 1)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Fair Value</u>	<u>Equipment first put into use not later than</u>
2	23,500 Gal., Coiled and Insulated Tank Car	PTLX 223824, 223825	\$76,300.89	\$67,144.79	5/75